

**TABLE OF CONTENTS**

**PERMIT AGREEMENT NO. 5290  
TOWER ROAD COMPLEX**

1. PARTIES ..... 1

2. PREMISES ..... 1

3. USE ..... 2

4. RELOCATION OF COMMUNICATION SITE ..... 3

5. PRIMARY TERM ..... 4

6. EXTENDED TERM ..... 4

7. PERMIT FEE ..... 5

    A. BASE PERMIT FEE ..... 5

    B. PRORATED PERMIT FEE ..... 6

    C. BASE PERMIT FEE ADJUSTMENT ..... 6

    D. EXTENDED TERM FEE ..... 7

    E. DISCONTINUED CONSUMER PRICE INDEX ..... 7

8. TERMINATION ..... 8

9. HAZARDOUS MATERIALS ACTIVITY ..... 9

10. NATURE OF PERMIT ..... 10

11. ACCESS ..... 10

12. CLAIMS ..... 12

13. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS ..... 12

14. PERMITS ..... 12

15. MAINTENANCE ..... 12

16.	UTILITIES .....	12
17.	ALTERATIONS OR ADDITIONS .....	13
18.	REMOVAL OF IMPROVEMENTS UPON EXPIRATION/TERMINATION.....	13
19.	FIXTURES .....	14
20.	EQUIPMENT CONFLICT .....	14
21.	TAXES .....	15
	A. REAL PROPERTY TAXES .....	15
	B. PERSONAL PROPERTY TAXES .....	15
	C. POSSESSORY INTEREST TAX.....	15
22.	RIGHTS ON DEFAULT.....	16
	A. PERMITTEE'S DEFAULT.....	16
	B. PERMITTOR'S DEFAULT .....	16
23.	LIABILITY - VANDALISM .....	17
24.	INDEMNIFICATION AND INSURANCE.....	17
	A. HOLD HARMLESS.....	17
	B. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE.....	18
	C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.....	18
	D. MISCELLANEOUS INSURANCE PROVISIONS.....	18
	E. CERTIFICATE OF INSURANCE.....	19
25.	FENCES .....	19
26.	ENTRY BY PERMITTOR/PERMITTEE .....	19
27.	HOLDING OVER.....	20
28.	AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO .....	21
29.	NOTICE .....	21
30.	ASSIGNMENT BY PERMITTEE.....	22
31.	CONSENT .....	22

32. ENTIRE AGREEMENT AND BINDING EFFECT ..... 22

33. PROCESSING FEE ..... 22

34. NOTICE OF CORPORATE OFFICIALS ..... 23

35. RESERVATIONS ..... 23

36. LIENS ..... 23

37. SAN MATEO COUNTY NO SMOKING ORDINANCE ..... 24

38. NON-DISCRIMINATION ..... 24

39. GENERAL PROVISIONS ..... 25

EXHIBIT "A" ..... 29

EXHIBIT "B" ..... 30

## PERMIT AGREEMENT

No. 5290

### TOWER ROAD COMPLEX

1. PARTIES. This Permit Agreement ("Permit"), dated for reference purposes only, this \_\_\_ day of \_\_\_\_\_, 2002, is made by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Permitter"), whose address is:

County of San Mateo  
County Manager's Office  
Real Property Division  
455 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063-1663

and MetroPCS California/Florida, Inc., a Delaware corporation dba MetroPCS Inc. ("Permittee"), whose address is:

8144 Walnut Hill Lane, Suite 600  
Dallas, Texas 75231

and both Parties agree as follows:

2. PREMISES. Permitter is the owner of a certain parcel of real property commonly known as Tower Road Complex, San Mateo, California ("Site") which is located in the unincorporated area of the County of San Mateo, near the City of San Mateo, State of California. The Premises is located on the Site and consists of approximately one hundred and fifty (150) square feet of unimproved land, all as more particularly shown on "A" attached hereto and made a part hereof.

Permittee is hereby granted permission to use and occupy a portion of the Site, herein called the "Premises", consisting of: (a) approximately one hundred and fifty (150) square feet of ground space for the installation of outdoor communication equipment, (b) **space for six (6) panel antennas and one (1) GPS antenna on the existing water tower, and (c) any necessary non-exclusive easements over other portions of Permitter's Site and/or shared use of Permitter's easements over other real property**

necessary for Permittee's access and utilities to the communication site, all as more particularly described on the attached Exhibit "B" (hereinafter referred to alternately as "Equipment" or "Communication Site").

In the event that Permittee's communication facilities are relocated in accordance with the provisions as set forth in Section 4 herein (Relocation of Communication Site), this Permit shall be amended to redefine the Premises.

Permittee shall have the right to construct the Communication Site in accordance with the plans attached as Exhibit "B" which are hereby approved for construction by Permittor. Said approval shall not be construed as, and is subject to, issuance of a Use Permit and a building permit as required and issued by the Planning and Building Divisions of San Mateo County. Upon application for a Building Permit Permittee will concurrently provide Permittor's Facilities Maintenance Manager a copy of the permit application. Permittee shall obtain the consent of Permittor, which consent shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed for any modifications to the Communication Site not shown in Exhibit "B" that may be required to accommodate Permittee's operations. Permittee shall obtain all necessary governmental approvals and permits prior to commencing construction and shall provide Permittor with notice prior to the start of construction. All Permittee contractors and subcontractors shall be duly licensed in the state of California.

3. USE. Permittor hereby grants permission to Permittee to occupy the Premises for installation, construction, removal, replacement, maintenance, and operation, at Permittee's sole expense, a wireless communication site consisting of the equipment listed below and as shown on Exhibit "B" attached hereto:

Antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities and related equipment,

together with cabling between the equipment and exterior antennas and for no other equipment or purposes without the prior written consent of Permittor, which consent shall not be unreasonably withheld, unreasonably conditioned and unreasonably delayed. Prior to the installation of equipment, Permittee must obtain a license, and any other required license authorizing it to operate said equipment. Said License(s) shall be provided by Permittee to Permittor upon written notice.

Permittee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering the Premises or any part thereof or any of its contents. Permittee shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Permittee cause, maintain or permit any nuisance in, on or about the Premises. Permittee shall not commit or suffer to be committed any waste in or upon the Premises.

Permittee makes no warranty as to the physical or legal condition of the Site or its suitability for Permittee's proposed use. Permittee acknowledges that it has investigated the physical and legal conditions of the Site and its suitability for Permittee's use and that Permittee has accepted the Site in its "AS-IS" condition.

4. **RELOCATION OF COMMUNICATION SITE.** Permittee acknowledges and is aware that Permitter is developing a Master Plan for its entire Site of which the Premises are a part. In the event that the Master Plan requires use of the Premises for Permitter's government operations and if Permitter elects to implement the Master Plan, Permitter shall have the right to require Permittee to relocate Permittee's communication site to another similar location on the Site once during the term of this Permit. Permitter will attempt to give one hundred and eighty (180) days prior written notice to Permittee but in no event shall Permitter give less than sixty days (60) prior written notice to Permittee. Relocation of the communication site shall be performed by Permittee and at Permittee's sole cost and expense. Permitter shall use its best efforts in assisting Permittee to locate a similar location on Permitter's Site that Permittee finds acceptable to operate its communication site. The Permit Fee for the relocated site shall be the same as the fee in effect at the time of relocation provided that the site is of similar size as the Premises. In the event the relocated site is of a substantially different size than the Premises, the parties shall renegotiate the fee to reflect the rates charged at that time in accordance with the County Information Services Department's fee schedule for communication sites. In the event that Permittee and Permitter are unable to agree on a new location, then either party shall have the right to terminate this Permit upon one hundred eighty (180) days notice to the other party.

5. **PRIMARY TERM.** Unless sooner terminated pursuant to the provisions herein, the Primary Term of this Permit shall be for sixty (60) months (irrevocable, subject to the terms of this Permit) commencing on the earliest of: (a) the date the Building Permit is available for issuance to Permittee, (b) the date

Permittee takes occupancy of the Premises as evidenced by Permittee, or its agent, by storing material or otherwise commencing construction or installation of Permittee's improvements and/or communications equipment on Site, or (c) six (6) months following full execution by Permittor of this Permit. In the event the commencement date falls on a day other than the first day of a calendar month, said partial month, together with the first twelve (12) full calendar months, shall be deemed to be the first year of the Primary Term and each successive twelve (12) full calendar months shall be the successive years of the Primary Term.

6. **EXTENDED TERM.** Provided Permittee is not in default and breach of this Permit and subject to review and approval of the Permittor, Permittee shall have the option to renew this Permit for two additional five (5) year periods under the same terms, covenants and conditions (except the number of remaining options and subject to adjustment of the Permit Fee as specified in Section 7.D.)

Notwithstanding anything to the contrary contained in this Permit, Permittee's right to extend the Primary Term by exercise of the foregoing option shall be conditioned upon the following:

a) **NOTICE:** Permittee shall give Permittor written notice of its election to exercise its option at least ninety (90) days prior to the expiration of the Primary Term.

b) **ASSIGNMENT:** Except for the permitted assignment pursuant to Section 29 herein (Assignment by Permittee), if all or a portion of the Premises under this Permit has been assigned, this option shall be deemed null and void and neither Permittee nor any assignee shall have the right to exercise such option during the term of such assignment.

c) **CONTINUOUS OPERATION:** Upon initial commencement of operations, Permittee must have been in continuous operation in accordance with Section 3 herein (Use) except for reasonable periods of downtime and to the extent within Permittee's reasonable control during the Primary Term in effect at the time Permittee exercises its option.

d) **PERMITTOR'S RIGHT TO TERMINATE OPTION:** In the event Permittor receives written notice by Permittee of Permittee's desire to exercise its Option to Extend, and Permittor determines that the Premises have a more appropriate use including, but not limited to, any County or public use, Permittor shall have the right to refuse to grant Permittee's option to extend by giving Permittee written notice, within thirty (30) days of receipt of Permittee's notice, and the Permit shall terminate at the end of

six (6) months following the end of the term then in effect at the time of Permittee's notice. Said six (6) month extension shall be subject to all of the terms and conditions of this Permit, except for Permittee's right to extend the term.

Permittee's right to exercise the option to extend the term of this Permit shall be subject to Permittee being in material compliance with all terms and conditions of this Permit, both at the time of Permittee's exercise of this option and at the time the extended term is scheduled to commence. This condition may be waived by Permitter at its sole discretion and may not be used by Permittee as a means to negate the effectiveness of Permittee's exercise of this option.

## 7. PERMIT FEE.

A. **BASE PERMIT FEE.** Permittee agrees to pay Permitter, as Base Permit Fee for the Premises, the annual sum of Twenty Eight Thousand Eight Hundred AND NO/100 DOLLARS (\$28,800.00) payable in equal monthly installments of Two Thousand Four Hundred AND NO/100 DOLLARS (\$2,400.00) in advance on or before the first day of each and every calendar month, except that that first monthly installment will be payable within fifteen (15) days of the Commencement Date, during the first year of the Primary Term to Permitter at the following address:

Department of Public Works  
Accounts Receivable (Ref. No. 5290)  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

B. **PRORATED PERMIT FEE.** Base permit fee and all other fees and charges for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved.

C. **BASE PERMIT FEE ADJUSTMENT.** The permit fee payable by Permittee to Permitter hereunder shall be adjusted annually and shall be effective on each "Anniversary Date". By definition herein, the first Anniversary Date shall occur on the first day of the first full month following the first twelve (12) months after the Commencement Date of the Primary Term. By example, if the Commencement Date of this Permit is March 15, 2001, the first Anniversary Date for the permit fee adjustment would be April



1, 2002, and annually thereafter on each April 1st throughout the Primary Term, or any extensions thereof as provided in Section 6 herein (Extended Term) of this Permit.

The adjustments, if any, shall be calculated based upon the Consumer Price Index ("Index") which is published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100), or successor index, for San Francisco-Oakland-San Jose, All Items, for All Urban Consumers. The Index published for the most recent month prior to each Anniversary Date shall be compared with the Index immediately preceding the Commencement Date or previous Anniversary Date. Effective on each Anniversary Date, the monthly permit fee shall be adjusted by multiplying the current monthly permit fee times the current Anniversary Date Index divided by the previous Anniversary Date Index. By example, the calculation for the first permit fee adjustment is shown as:

$$x \frac{\text{Current Anniversary Date Index}}{\text{Previous Anniversary Date Index}} = \text{New Permit Fee}$$

In any event, the adjusted monthly permit fee shall never be less than the permit fee in effect at the time of adjustment. Said adjusted permit fee shall be rounded in accordance with normal rounding practice to the closest dollar.

D. EXTENDED TERM FEE During the first year of each extended term exercised by Permittee as provided for Section 6, the permit fee for the first year of each Renewal Term shall be based upon the then current fair market permit fees for like space and shall be subject to adjustment commencing the 2<sup>nd</sup> year of each Renewal Term and each year thereafter of each Renewal Term in accordance with Section 7. C. above. Current fair market permit fee shall be established in accordance with the County's radio site equipment rates. The permit fee for the initial year of each Renewal Term shall be determined and agreed to by both parties at least sixty (60) days prior to the commencement date of the applicable Renewal Term. If an agreement on fair market permit fees cannot be reached by the parties within thirty (30) days prior to the commencement date of the applicable Renewal Term, then Permitter or Permittee shall have the right to terminate this Permit upon twelve (12) months written notice to the other party, provided however, that Permittee shall not be obligated to vacate the Premises until twelve (12) months after termination/expiration of the prior term. The fee for said twelve (12) month period shall be the fee paid by Permittee for the preceding year of the permit which shall be increased by the CPI published immediately prior to the expiration date of the Term or Renewal Term. All other terms and conditions hereof shall apply.

E. DISCONTINUED CONSUMER PRICE INDEX. If the Consumer Price Index is not of the format as recited in Section 7(C) herein (Base Permit Fee Adjustment) on any of the Anniversary Dates, Permittor shall substitute any such official index as may be published by the Bureau of Labor Statistics, or any successor or similar government agency as may then exist or be most nearly equivalent thereto.

F. LATE CHARGES. Permittee hereby acknowledges that late payment by Permittee to Permittor of the permit fee or other sums due under the provisions of this Permit will cause Permittor to incur costs not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices and accounting charges. Accordingly, if any installment of the permit fee or of a sum due from Permittee is not received by Permittor or postmarked within ten (10) days after said amount is due, then Permittee shall pay to Permittor a late charge equal to one percent (1%) of the permit fee in effect at that time or Twenty-five Dollars (\$25.00), whichever is greater. **A late charge shall be applied each month that the permit fee or any sum due is delinquent.** The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Permittor will incur by reason of the late payment by Permittee. Acceptance of late charges by Permittor shall in no event constitute a waiver of Permittee's default with respect to such overdue amount, nor prevent Permittor from exercising any of the other rights and remedies granted under the provisions of this Permit.

## 8. TERMINATION.

A. BY PERMITTEE: The Permittee shall have the right to terminate this Permit at any time upon one hundred and eighty (180) days prior written notice to Permittor for any of the following reasons:

1. If the approval of any agency, board, court or other governmental authority necessary for the construction and/or operation of Permittee's communications facility cannot be obtained, or is revoked, or if Permittee determines the cost of obtaining such approval is commercially infeasible, or

2. If Permittee determines that the Site is not appropriate for locating Permittee's communication facility for environmental and/or technological reasons including, but not limited to, signal interference.

B. BY PERMITTOR: The Permitter shall have the right to terminate this Permit at any time after the Primary Term upon one hundred and eighty (180) days prior written notice to Permittee only for any of the following reasons:

1. If Permittee's communication equipment causes interference with Permitter's communication equipment located on the site and Permittee's communication equipment cannot be corrected, or

2. If Permitter determines that this County property including the Premises has a more appropriate use including, but not limited to, any County or public use, or sale; or

3. If Permitter remains in default under Section 22 of this Permit after the applicable cure periods. If Permitter terminates this Permit under the provisions of the above Section 8(B) 2, Permitter shall use its best efforts in assisting Permittee in locating a replacement location on the Site as set forth in Section 4 of this Permit.

C. NOTICE. Upon termination as provided for under the terms of Section 8(A) herein (Termination by Permittee), or Section 8(B) herein (Termination By Permitter), neither party will owe the other party any further obligation under the terms of this Permit, except as may otherwise be provided herein and except for Permittee's responsibility of removing all of Permittee's communications equipment from the Premises and restoring the Premises to its original condition, as near as practicable, save and except normal wear and tear and acts beyond Permittee's control.

In the event of any damage to, destruction of or condemnation of all or any part of the Premises which renders the Premises unusable or inoperable, either party shall have the right, but not the obligation, to terminate this Permit and all of its duties and obligations hereunder by giving written notice to the other party within thirty (30) days after such damage, destruction or condemnation unless said damage was caused by the negligence or wilful misconduct of the party terminating the Permit. Permittee acknowledges that it has no property interest in the Premises and that Permitter alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Premises.

Upon the expiration or termination of this Permit for any reason, Permittee shall remove its equipment/property in accordance with Section 18.

9. **HAZARDOUS MATERIALS ACTIVITY.** Permittee shall not store, handle or generate hazardous materials/waste/underground tanks on the Premises except for fuel, batteries, and solvents used in connection with an emergency generator and only in the event of disruption of electrical service to the Premises. In the event that Permittee does store, handle, or generate hazardous materials on the Premises, Permittee shall be deemed to be in breach of this Permit and shall be subject to such remedies as are available to Permitter under law, and as provided herein. Additionally, Permittee shall be liable for the payment of all costs of investigation and remediation of hazardous materials on the Premises that may be required in the event that Permittee does store, handle, or generate hazardous materials on the Premises, and shall relieve, indemnify, protect, and save harmless Permitter against any and all claims and liabilities, of any kind or nature whatsoever, arising out of the presence of any such hazardous materials introduced to the Premises by Permittee.

Hazardous material means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the work place or the environment. Examples of such hazardous materials are, but are not limited to: waste oil, solvents, gasoline and compressed gases.

Permitter represents and warrants to Permittee that there is no pending claim, lawsuits, proceeding or other legal, quasi-legal or administrative challenge concerning the Site or Premises, the operation thereof, or any condition existing thereon which relates to the presence of any Hazardous Materials in, under or around the Site. Permitter further represents and warrants, to the best of Permitter's knowledge, that there are no Hazardous Materials present in, on, under or around the Site and/or Premises in violation of any Applicable Law.

10. **NATURE OF PERMIT.** This Permit does NOT constitute the grant of a lease, deed, easement, or conveyance or transfer of any property interest.

11. ACCESS. Subject to Permitter's right to determine the allowable access route to the Premises, Permittee is granted permission to use existing roads twenty-four (24) hours a day, seven (7) days a week for ingress and egress to the Premises and/or Building over, upon, and across adjoining lands owned by Permitter as may be required for the purpose of erection, installation, maintenance and removal of Permittee's communication facilities and other necessary appurtenances, and for telephone lines and power lines used in connection with Permittee's use. Said rights for ingress and egress shall be over existing roads and parking lots. Said right to connect to existing telephone lines and power lines shall be over the area shown on Exhibit "A". Permitter represents and warrants that it has full rights of ingress to and egress from the Premises from a public roadway.

If applicable, Permitter shall deliver to Permittee all necessary keys and combinations to facilitate Permittee's ingress and egress from the Premises. The rights of Permittee under this Section shall be limited to authorized employees or contractors of Permittee, including Federal Communications Commission ("FCC") inspectors, or persons under their direct supervision.

Notwithstanding the above, if Permittee has Equipment in a Permitter's occupied building, then Permittee's access to the building will be subject to and limited by any reasonable security procedures instituted by Permitter for the protection of its building and its equipment; however, Permittee shall never be unreasonably denied access to any building housing its Equipment.

Notwithstanding the above, neither Permittee or any employee, contractor or agent of Permittee shall allow any person to enter upon or climb on any tower located on the site without ensuring that such person is using appropriate preventive fall protection. In furtherance of and not in limitation of the foregoing, any employee, contractor or agent of Permittee ascending or descending a tower shall be positively attached to the tower by means of an OSHA approved device, which device may include, without limitation, (a) a fixed cable, (b) a retractable device or (c) a harness with two lanyards attached, and such employee, contractor or agent shall be trained in the proper use of such device. Permitter makes no representation or warranty to Permittee as to the fitness of any such device for any particular use or purpose.

In an emergency (as determined by Permitter in its sole reasonable discretion), Permitter shall have the right to modify the Equipment for the purpose of eliminating or reducing, or attempting to eliminate or reduce the emergency, provided that Permitter first attempt to contact Permittee at the following emergency contact number prior to handling the Equipment in any manner: (800) 643-4883, and further provided that

Permitter provide written notice to Permittee of any modification or access to the Equipment immediately following any emergency. Permittee shall post a sign with the emergency contact information including contact name and telephone number at the site. Upon execution of this Permit, and at any time during the term of this Permit as requested by Permitter, shall deliver to Permitter all keys, combinations, and/or cards necessary to allow Permitter access to the Equipment.

Permitter shall have access to the Premises area for the purpose of repair and maintenance twenty-four (24) hours per day, seven (7) days per week. However, except in case of emergency, Permitter shall not have access to, or in any way disturb, Permittee's equipment located at the Premises without a representative of Permittee present.

12. CLAIMS. Permittee shall at all times indemnify and save Permitter harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

13. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS. In the event of damage to or destruction of the Premises or any portion thereof by reason of the negligence or wilful misconduct of Permittee, its agents, officers, employees or invitees, Permittee shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Premises at Permittee's sole cost.

14. PERMITS. Permitter acknowledges that Permittee will contact the appropriate governmental agencies for the purpose of obtaining all permits and approvals necessary for the construction, operation, and maintenance of Permittee's communication facility. Permitter agrees to fully cooperate with Permittee in obtaining the necessary permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the permits.

15. MAINTENANCE. Permittee expressly agrees to maintain the Premises and/or the interior of Permittee's section of the Building at Permittee's sole expense, in a safe, clean, wholesome, and sanitary condition, to the reasonable satisfaction of Permitter and in compliance with all laws, rules, and regulations applicable to Permittee's specific use thereof.

Permittee shall not allow any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, nor any material detrimental to the public health to accumulate or remain on the Premises. It is expressly understood that Permittor shall have no responsibility whatsoever to make any improvements or repairs or perform any maintenance to Permittee's Premises.

16. UTILITIES. Permittee expressly agrees that Permittee shall be responsible for obtaining and providing any and all electrical and electronic communication services to the Premises required for Permittee's use, including, but not limited to, the cost to install, connect, maintain and operate said facilities. Permittor will cooperate with Permittee in Permittee's efforts to obtain utilities from any location provided by Permittor or the servicing utility, including signing any permit or other instrument reasonably required by the utility company. Said responsibility for all costs associated with utilities shall include the installation of a separate electrical meter, if applicable. Provided adequate capacity is available from Permittor's existing service, upon Permittee's written request, Permittor shall allow Permittee to install sub-metering equipment on existing Permittor's utility services. Permittee agrees to install, at Permittee's cost, the required equipment, meters and connections and to make any other necessary modifications and will reimburse Permittor monthly for Permittee's use of utilities at a rate equal to Permittor's unit cost for the utilities. The specifications of such equipment shall be submitted to Permittor for written approval prior to installation, which approval shall not be unreasonably withheld.

17. ALTERATIONS OR ADDITIONS. Permittee shall not make, construct, install or suffer to be made any alterations, additions (including antennas, wires, supports, poles or towers) or improvements to or on the Premises, the monopole, or any part thereof, without the written consent of Permittor first had and obtained, except that Permittee may exchange or replace the communication equipment located on the Premises which has been previously approved by Permittor with similar equipment of substantially the same (or smaller) size and weight. In the event Permittor consents to the making of any alterations, additions or improvements to the Premises and/or the Building by Permittee, the same shall be made by Permittee at Permittee's sole expense.

18. REMOVAL OF IMPROVEMENTS UPON EXPIRATION/TERMINATION.

Upon the expiration or termination of this Permit for any reason, Permittee shall immediately (and in no event later than seven (7) days after termination) remove from the Premises the Equipment and any

other property placed on the Premises by Permittee or any of Permittee's Agents. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Premises by Permitter and others. Permittee shall, at Permittee's sole expense, repair any damage to the Premises, or any facilities or equipment on the Premises, caused by such removal. Upon any failure of Permittee to remove the Equipment and any other possessions of Permittee pursuant to this Section, Permitter shall have the option, but not the obligation, to remove the Equipment from the Premises and store the Equipment, all at Permittee's expense, upon thirty (30) days advance written notice to Permittee. Any damages to the Equipment occasioned by such removal and storage are expressly waived by Permittee. Any Equipment so removed will be returned to Permittee upon payment in full of all removal and storage costs and any past due Permit Fees, plus an administrative charge equal to ten percent (10%) of the total of said removal, storage, and past due Permit Fee costs. Notwithstanding the foregoing, any Equipment not retrieved by Permittee within one hundred eighty (180) days after removal from the Premises by Permitter shall be deemed abandoned by Permittee and shall become the property of Permitter without further action by either party. Such abandonment shall not relieve Permittee of liability for the costs of removal and storage of the Equipment.

19. **FIXTURES.** Permitter covenants and agrees that no part of the improvements constructed, erected, or placed by Permittee on the Premises and/or Building or other real property owned by Permitter shall be or become, or be considered as being, affixed to, or a part of Permitter's real property, and any and all provisions and principles of law to the contrary withstanding, it being the specific intention of Permitter to covenant and agree that all improvements of every kind and nature constructed, erected, or placed by Permittee on the Premises or other real property owned by Permitter, shall be and remain the property of the Permittee except as provided in Section 18 herein (Removal of Improvement) and Section 24 herein (Fences) of this Permit. Permittee has the right to remove all Permittee's Equipment at its sole expense on or before the expiration or termination of this Permit. Permitter acknowledges that Permittee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Permittee's Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith Permitter (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Permittee's Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any permit fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.



20. **EQUIPMENT CONFLICT.** Permittee agrees to use equipment of a type and frequency which will not cause interference with communications equipment currently under the operation and control of Permitter or any other communications provider under an existing Permit with Permitter as of the Commencement Date hereof. If the Permitter's communication equipment involves public safety communications and if the Permittee's equipment causes any interference to public safety communications, the Permittee's equipment will be immediately taken out of service without exception by Permittee. If Permittee's equipment interferes with the Permitter's public safety communications, the determination to take out of service the Permittee's equipment shall be at the Permitter's sole discretion. Except as provided above:

A. Permittee will not cause radio frequency and/or electrical interference to the existing equipment of Permitter or to any other occupant, tenant, or any other user ("Existing User") of the Site whose equipment was located at the Site upon the earlier of: (i) the Commencement Date; or (ii) the date Permittee installs its Communications Equipment, provided that the equipment used by any Existing User or Permitter is operating within the technical parameters specified by its manufacturers and as defined by the FCC. Upon written notice from Permitter to Permittee of such interference, Permittee will take all reasonable steps to correct such interference in a timely manner. If such interference cannot be corrected within five (5) business days from receipt of Permitter's Notice, Permittee will cease using its Communications Equipment, except for testing, until such time as Permittee corrects the interference to Permitter's satisfaction. In the event Permittee cannot correct the interference, Permittee will have the option to terminate this Permit without further liability hereunder, upon (30) days written Notice to Permitter and Permittee shall remove its equipment in a timely manner and at Permittee's sole cost and expense.

B. After the date of this Permit, Permitter will not grant a Permit to any other party for use of the Site or modify any existing agreement for use of the Site, or change its use of the Site or permit an existing tenant to make any changes to its use of the Site, if such use would in any way adversely affect or interfere with the operation of Permittee's Communication Equipment. If other tenants of Permitter's Site cause uncorrected radio frequency and/or electrical interference with Permittee's Communication Equipment, Permitter will require the party causing such interference to either correct such interference or stop using the equipment that is causing the interference. Permittee will be entitled to a permit fee abatement until such interference is corrected. If the interference cannot be corrected within five (5) business days from receipt of Permittee's Notice, Permitter will cause the party creating the interference to cease using its equipment, except for testing, until the interference has been corrected. If the interference cannot be corrected within five (5) business days from receipt of Permittee's Notice, Permitter will cause

the party creating the interference to cease using its equipment, except for testing, until the interference has been corrected. If after thirty (30) days such interference has not been completely corrected to Permittee's satisfaction, Permittee will have the option to terminate this Permit without further liability hereunder.

## 21. TAXES.

A. REAL PROPERTY TAXES. Permitter shall pay all real property taxes, if any, levied against the Premises. Permittee shall pay its share of any general and special assessments, if any, to the extent assessed against the Premises as a result of Permittee's improvements thereto or use thereof during the term of this Permit.

B. PERSONAL PROPERTY TAXES. Permittee shall pay, or cause to be paid, before delinquency, any and all taxes and assessments levied against Permittee's personal property in the Premises.

C. POSSESSORY INTEREST TAX. Permittee recognizes and understands in executing this Permit that its interest in the Premises created herein may be subject to a "Possessory Interest Tax" that the County Assessor may impose on such interest, and any such tax would be the liability of and be paid solely by Permittee. Permittee agrees to pay promptly when due, any Possessory Interest Tax imposed on its interest in the Premises and/or Building.

## 22. RIGHTS ON DEFAULT.

A. PERMITTEE'S DEFAULT: If Permittee vacates or abandons the Premises (it is hereby understood that the Premises and the Permittee's communication facility will be unmanned and unoccupied by any of Permittee's employees, however, if Permittee otherwise fails to use or occupy the Premises for five (5) consecutive days, such failure shall be deemed a vacation or abandonment), or fails to perform any obligation under this Permit, including the payment of permit fee within fifteen (15) days after receipt of written notice from Permitter specifying the payment due, or thirty (30) days for any other obligation, then unless Permittee promptly rectifies or commences to rectify the default, Permitter may, at Permitter's option and upon written notice to Permittee, take any or all of the following actions:

1) Perform such obligation, in which event the cost thereof becomes immediately due and payable to Permitter as additional permit fee; and/or,

- 2) Terminate this Permit.

If the nature of Permittee's default is such that more than thirty (30) days are reasonably required for cure thereof, then Permittee shall not be in default if Permittee shall commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure to completion.

B. PERMITTOR'S DEFAULT: Permittor shall not be considered to be in default under this Permit unless:

- 1) Permittee has given written notice specifying the default; and
- 2) Permittor has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective acts for defaults that cannot be reasonably cured within thirty (30) days.

This Permit may be terminated without further liability on thirty (30) days prior written notice by Permittee upon a default by Permittor as defined herein.

23. LIABILITY - VANDALISM. Permittee agrees that Permittor shall not be responsible for any damage to Permittee's property due to vandalism or natural disasters or for the cost of repair or replacement thereof.

24. INDEMNIFICATION AND INSURANCE.

A. HOLD HARMLESS. Permittee shall at all times relieve, indemnify, protect, and hold harmless, Permittor, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of injuries to or death of any person, including Permittee or damage to property of any kind whatsoever and to whomever belonging to the extent caused by:

- 1) the operation, maintenance, use, or occupation of the Premises and defects on the property which the County has no control;

- 2) the acts or omissions of Permittee, its officers, agents, employees, servants, or invitees or permittees; or
- 3) the failure of Permittee, its officers, agents, employees, servants, or invitees to observe or abide by any of the terms, covenants, and conditions of this Permit or any applicable federal, state, county, or municipal law, rule, or regulation.
- 4) Any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Permittee to relieve, indemnify, protect, and hold harmless, as set forth herein above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**B. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE.** Permittee, at its cost, shall maintain combined general liability and property damage insurance with liability limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) insuring against all liability of Permittee and its authorized representatives arising out of and in connection with Permittee's use or occupancy of the Premises and/or Building.

All general liability and property damage insurance shall insure performance by Permittee of the Hold Harmless subsection of this Permit.

**C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.** During the entire term of this Permit, or any extension thereof, Permittee shall have in effect Workers' Compensation and Employer's Liability Insurance providing full statutory coverage for all its employees. In executing this Permit, Permittee makes the following certification:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer: (1) to be insured against liability for Workers' Compensation, or (2) to undertake self-insurance in accordance with the provisions of the Code. I will comply with such provisions.

A valid Workers' Compensation Certificate shall be deposited with the Permitter within ten (10) days after the execution of this Permit by Permitter.

D. MISCELLANEOUS INSURANCE PROVISIONS. Permitee shall pay the premiums for maintaining the insurance required herein. All the insurance required under this Permit shall:

- 1) Be issued by admitted insurance companies authorized to do business in the State of California, with a financial rating of at least an AV status as rated in the most recent edition of Best's Insurance Reports; and
- 2) Be issued as a primary policy; and
- 3) Contain an endorsement requiring thirty (30) days' notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy; and
- 4) Name Permitter as an "additional insured" by endorsement on each policy; and
- 5) Contain cross liability endorsements on each policy.

E. CERTIFICATE OF INSURANCE. A Certificate of Insurance along with an Endorsement to Permitee's insurance policy evidencing coverage as required under this Section shall be deposited with Permitter within ten (10) days after the execution of this Permit by Permitter.

In the event Permitee fails to deliver the Certificate of Insurance and the Endorsement verifying insurance coverage as required, Permitter shall have the option to terminate this Permit upon ten (10) days prior written notice, provided said Certificates are not delivered within said ten (10) day period.

F. INCREASE IN COVERAGE. Permitter reserves the right to require at any time that the required liability and property damage insurance minimum coverage be reasonably increased in accordance with standard County of San Mateo Risk Management practice in effect at the time the increase is required. Permitee shall be given at least thirty (30) days' written notice of the required increase.

G. PERMITTOR'S INSURANCE. Permittor shall maintain insurance, self insurance or a combination thereof.

25. ENTRY BY PERMITTOR/PERMITTEE.

A) BY PERMITTEE. Permittee shall give ten (10) days advance written notice to Permittor prior to the commencement of Permittee's installation and construction of its communications facility. Thereafter, and subject to the provisions of Section 11 herein (Access) and Section 14 herein (Permits) of this Permit, Permittee has the right to enter the Premises at any time without prior notice being given to Permittor for the installation, construction, maintenance, operation, modification or addition of Permittee's existing communications facilities.

B) BY PERMITTOR. Permittor reserves and shall have the right to enter the Premises at any and all reasonable times, to inspect, same, supply any services to be provided by Permittor to Permittee hereunder, to show the Premises to any prospective purchasers or Permittees, to post notices of non-responsibility, and to alter, improve, repair or restore the Premises as Permittor may deem necessary or desirable, without abatement of permit fee, so long as Permittor does not unreasonably interfere with Permittee's operations. For each of the aforesaid purposes, Permittor shall at all times have and retain a key with which to unlock all of the gates and/or doors in, upon and about the Premises, excluding Permittee's vaults, cabinets, safes and files. Permittor's right to enter the Premises is subject to: (a) Permittor having given not less than twenty-four (24) hours prior notice to Permittee, and (b) an employee or agent of Permittee being present during each and any entry to the Premises.

C) EMERGENCY - BY PERMITTOR. Other provisions of this section notwithstanding, in the event of an emergency, Permittor shall have the right to use any and all means which Permittor may deem proper to gain entry to the Premises without liability to Permittor except for any failure to exercise due care for Permittee's property. Any entry to the Premises obtained by Permittor by and said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Permittee from the Premises or any portion thereof.

26. **HOLDING OVER.** In the event that Permittee, with Permitter's consent, holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Permittee shall pay to Permitter a monthly permit fee increase of ten (10) percent above the monthly permit fee in effect upon the date of such expiration and otherwise subject to all provisions of this Permit except those pertaining to the duration of the term of this Permit or any extensions thereof. Permittee's use and occupancy will continue from month-to-month, at will, until terminated by Permitter or Permittee by the giving of thirty (30) days' written notice to the other. Nothing in this section is to be construed as a consent by Permitter to the occupancy or possession of the Premises by Permittee after the expiration of the term or any extension thereof.

27. **AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO.** The Assistant County Manager shall be the only authorized agent of the County of San Mateo for purposes of giving any notices or exercising any rights, options, privileges, or obligations of the County of San Mateo under this Permit. This Permit shall not be valid or have legal effect unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a Resolution adopted in accordance with the California Government Code. The Director of Public Works shall be responsible for the day-to-day operations of the Site.

28. **NOTICE.** All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

**Permitter:**

County of San Mateo  
County Manager's Office  
Real Property Division  
455 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Phone: (650) 363-4047

**Permittee:**

MetroPCS California/Florida, Inc.  
8144 Walnut Hill Lane, Suite 600  
Dallas, TX 75231  
Telephone: (214) 265-2550  
Facsimile: (214) 265-2570

with copy to:

MetroPCS, Inc.

1080 Marina Village Parkway, 4<sup>th</sup> Floor  
Alameda, CA 94501

The address to which any notice or demand may be given to either party may be changed by written notice.

29. **ASSIGNMENT BY PERMITTEE.** The Permittee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Permittee's interest in this Permit or in the Premises without Permitter's prior written consent. Any assignment or encumbrance without Permitter's consent shall be voidable and, at Permitter's election, shall constitute a default. No consent to any assignment or encumbrance shall constitute a further waiver of provisions of this Section. Notwithstanding the foregoing, Permittee shall have the right to assign this Permit, without Permitter's consent to any corporation which controls, is controlled by, or is under common control with Permittee, to any corporation resulting from merger or consolidation with Permittee, or to any partnership in which Permittee, the general partner of Permittee, or any corporation which controls, is controlled by, or is under common control with the general partner of Permittee, is a general partner, or to any person or entity which acquires substantially all of Permittee's assets, provided that such assignee assumes in full all of Permittee's obligations under this Permit. Notwithstanding anything to the contrary contained in this Agreement, Permittee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Permittee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

30. **CONSENT.** Whenever under this Permit the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

31. **ENTIRE AGREEMENT AND BINDING EFFECT.** This Permit and any attached exhibits, as signed by the parties hereto, constitute the entire agreement between Permitter and Permittee; no prior written promises, and no prior, contemporaneous or subsequent, oral promises or representations shall be binding. This Permit shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience only and neither limit nor amplify the provisions of this



instrument. The provisions of this Permit shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Permitter and Permittee. This Permit shall not be effective or binding on any party until fully executed by both parties hereto.

32. **PROCESSING FEE.** Permittee shall pay to Permitter, within fifteen (15) days of full execution of this Permit, a one-time charge of One Thousand Dollars (\$1,000) to cover Permitter's costs associated with the preparation, engineering and technical analysis of this Permit to assure complete compatibility of Permittee's operations at the Site.

33. **NOTICE OF CORPORATE OFFICIALS.** If Permittee is a corporation, Permittee shall furnish Permitter at the beginning of the term of this Permit the names, addresses and positions of all the officers and directors of the corporation. Permittee shall promptly advise Permitter in writing of any changes which occur in its officers or directors. Permittee shall furnish Permitter a copy of any public annual report made by the corporation upon issuance of the report.

34. **RESERVATIONS.** This Permit shall at all time be subject to such rights-of-way for such sewers, pipe lines, conduits, and for such telephone, telegraph, light, heat or power lines, as shall have been duly established or as may from time to time be reasonably determined by Permitter.

This Permit is subsequent to and subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear on record in the office of the County Recorder, County of San Mateo, State of California. Permittee covenants not to disturb the quiet and peaceful enjoyment of any and all parties having any legal right, title, interest or privilege in and to the Premises and that the use of the Premises by Permittee shall at all times be conducted with property regard for such rights, titles, interests and privileges.

35. **LIENS.**

A. Permittee shall keep the Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Permittee.

B. If any lien is filed against the Site as a result of the acts or omissions of Permittee, or Permittee's employees, agents, or contractors, Permittee must discharge the lien or bond the lien off in a

manner reasonably satisfactory to Permitter within thirty (30) days after Permittee receives written notice from any party that the lien has been filed.

C. If Permittee fails to discharge or bond any lien within such period, then, in addition to any other right of remedy of Permitter, Permitter may, at Permitter's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to Permitter provided that such methods are specified in writing by Permitter to Permittee.

D. Permittee must pay on demand any amount paid by Permitter for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Permitter incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

36. SAN MATEO COUNTY NO SMOKING ORDINANCE. Permittee is aware that the County of San Mateo has adopted an Ordinance (No. 03239) which prohibits smoking in all County facilities whether owned or leased. Permittee understands that said Ordinance authorizes County to enforce the provisions contained therein and Permittee agrees to enforce the provisions of said ordinance on the Premises.

### 37. NON-DISCRIMINATION.

1. Permittee shall comply with any applicable provisions of Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2. No person shall, on the grounds of race, color, religion, ancestry, sex, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Permit.

3. Permittee shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Permit. Permittee's equal employment policies shall be made available to Permitter upon request.

4. With respect to the provision of employee benefits, Permittee shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

### 38. GENERAL PROVISIONS.

(1) Compliance with Law. Permittee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Permittee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Permittee in any action against Permittee, whether Permitter be a party thereto or not, that Permittee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Permitter and Permittee.

(2) Rules and Regulations. Permittee shall faithfully observe and comply with the rules and regulations that Permitter shall from time to time promulgate. Permitter reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Permittee upon delivery of a copy of them to Permittee. Permitter shall not be responsible to Permittee for the nonperformance of any said rules by any other Permittees or occupants, or the public.

(3) Authority of Parties.

(A) Corporate Authority. If either party hereto is a corporation, each party executing this Permit on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of the corporation or in accordance with the by-laws of the corporation, and that this Permit is binding upon the corporation in accordance with its terms.

(B) Partnership. If either party hereto is a partnership or other unincorporated association, each party executing this Permit on behalf of the partnership or other association represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of the partnership or association, in accordance with the partnership agreement or the agreement of said association.

(4) Other Terms. Clauses, plats, exhibits and riders, if any, initialed and dated by

Permitter and Permittee and endorsed on or affixed to this Permit are a part hereof.

(5) Waiver. The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the permit fee hereunder by Permitter shall not be deemed to be a waiver of any preceding breach by Permittee of any term, covenant or condition of this Permit, other than the failure of the Permittee to pay the particular permit fee so accepted, regardless of Permitter's knowledge of such preceding breach at the time of the acceptance of such permit fee.

(6) Joint Obligation. "Party" shall mean Permitter or Permittee; and if there be more than one Permittee or Permitter, the obligations hereunder imposed upon Permittees or Permitters shall be joint and several.

(7) Time. Time is of the essence of this Permit and each and all of its provisions in which performance is a factor.

(8) Recordation. Neither Permitter nor Permittee shall record this Permit, except that if either party requests the other party to do so, the parties shall execute a short form memorandum hereof in recordable form.

(9) Quitclaim Deed. Permittee shall execute and deliver to Permitter on the expiration or termination of this Permit, immediately on Permitter's request, a quitclaim deed to the Premises, in recordable form, designating Permitter as transferee.

(10) Quiet Possession. Upon Permittee paying the permit fee and other fees or charges reserved hereunder and observing and performing all of the terms, covenants and conditions on Permittee's part to be observed and performed hereunder, Permittee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Permit.

(11) Inability to Perform. This Permit and the obligations of Permittee hereunder shall not be affected or impaired because Permitter is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Permitter.

(12) Negation of Partnership. Permitter shall not become or be deemed a partner or a joint venturer with Permittee by reasons of the provisions of this Permit.

(13) Sale or Transfer of Premises. In the event of any sale or transfer of the Premises, Permitter shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Permit arising out of any act, occurrence or omission occurring after the consummation of such sale or transfer; and the purchaser or transferee, at such sale or

transfer or any subsequent sale or transfer of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties or their successors in interest or between the parties and any such purchaser or transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of Permittor under this Permit.

(14) Name. Permittee shall not use the name of the Premises or of the development, building or facility in which the Premises may be situated for any purpose other than as an address of the business to be conducted by Permittee in the Premises.

(15) Separability. Any provision of this Permit which shall prove to be invalid, void, illegal or unenforceable shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

(16) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(17) Signs and Auctions. Permittee shall not place any sign upon the Premises or conduct any auction thereon without Permittor's prior written consent.

(18) Provisions, Covenants and Conditions. All provisions herein, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

(19) Captions, Table of Contents. The captions and the Table of Contents of this Permit (if any) shall have no effect on the interpretation of this Permit.

(20) Payments in U.S. Money. Permit fee and all sums payable under this Permit must be paid in lawful money of the United States of America.

(21) Singular and Plural. When required by the context of this Permit, the singular shall include the plural.

(22) Choice of Law. This Permit shall be construed, interpreted and governed in accordance with the laws of the State of California.

(23) Venue. The venue for any court action to interpret or enforce this agreement or to litigate any claim arising out of this agreement shall be had in State Court of the County of San Mateo.

IN WITNESS WHEREOF, Permitter and Permittee have executed this Permit as of the date and year first above written.

PERMITTEE:

MetroPCS, California/Florida, Inc., a Delaware corporation, d/b/a/ MetroPCS Inc.

Date \_\_\_\_\_

By Sharon L. Cary

Name SHARON L. CARY

Title REG VP Net Ops

PERMITTOR:

COUNTY OF SAN MATEO

Date \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

**EXHIBIT "A"**

**SEE ATTACHED PERMIT DRAWINGS DATED 3/25/02, PAGES T1, LS1, C1-C5, S1-S3,  
AND E1-E3.**